



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
SYSFURN02B

PAGE
1

BLANKET RELEASE
00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
2

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

*131144633 563-288-3995
 ALLSTEEL INC
 2210 SECOND AVENUE
 MUSCATINE IA 52761

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
08/10/2003		NET 30		360717079	
SHIP VIA		F.O.B.		FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY		DESTINATION		PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #02		
	TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. ALL PRICE LISTS ARE REPLACED BY THOSE LISED IN THE ATTACHED DOCUMENTATION.				
	EFFECTIVE DATE OF RENEWAL: 08/12/2003 THROUGH 08/11/2004				
	RENEWALS REMAINING: 1				
	-----NO ADDITIONAL CHANGES-----				
			PREVIOUS PO TOTAL==>		.00
			PO INCREASE =====>		.00
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					OPEN END
					TOTAL

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

AUG 21 2003

Beverly Toler

BETTY FRANCISCO

304-558-0468

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

2210 Second Avenue
Muscatine, Iowa 52761-5257

Tel (563) 262 4800
Fax (563) 262 4887

July 18, 2003

Ms. Betty Francisco, Buyer
State of West Virginia
Department of Administration – Purchasing Division
State Capitol Complex
2019 Washington Street, East
Charleston, West Virginia 25305

Subject: SYSFURN02B

Dear Ms. Francisco:

Allsteel desires to renew the subject contract for the period from August 12, 2003 through August 11, 2004.

We wish to replace the following product catalogs:

Systems pricer dated March 2, 2003 covering:

(55% discount)

Concensys	Cadence Desk System
Terrace 3.4	Terrace 2.6
Terrace Freestanding	8000 System
5900 Series Desking	Persona Collection
Essentials Collection	Marbles
Extensions	Express Solutions products

Systems Supplement dated May 25, 2003 covering:

(55% discount)

Cadence Desk System	Terrace 2.6
Terrace 2.6, 3.4, and Freestanding	

Get Set pricer dated May 25, 2003 covering:

(55% discount)

Get Set Tables	Get Set Accessories
Get Set Wall-Mounted Presentation System	
Get Set Chairs	

Seating pricer dated November 3, 2002 covering:
(55% discount)
Steel Seating
Wood Seating
Express Solutions

Seating Supplement pricer dated May 25, 2003 covering:
(55% discount)
Get Set Chair
Tolleson Side Chair

Casegoods pricer dated November 3, 2002 covering:
(55% discount)
Metal Casegoods
Wood Casegoods

Please also note that Allsteel makes available a program for orders to ship in 5 working days or less called Express Solutions. The details of this program are noted in all of the above-mentioned pricers.

Terms of this program include that all products ordered via Express Solutions will incur a non-discountable line item surcharge calculated at 2.5% of List Price of all items ordered through this program.

All contact information shall remain as noted on original contract.

Thank you for the opportunity to do business with the State of West Virginia.

Sincerely,



Bill Phelan *by CLH*
Government Business Manager

BP:clh

Enclosure(s): Product Catalogs